

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

JOYLYNN T. WATERS,

Plaintiff,

v.
UMA EDUCATION, INC. d/b/a
Ultimate Medical Academy,

CASE NO. 8:19-cv-1170-T-02CPT

Defendant.

ORDER

Before the Court is Plaintiff's *pro se* motion for voluntary dismissal without prejudice (Dkt. 20). Federal Rule of Civil Procedure 41(a)(1)(A) does not apply where, as here, Defendant 1) filed an answer, and 2) did not stipulate to a dismissal without prejudice. Rule 41(a)(2) is applicable and permits the dismissal by court order "on terms that the court considers proper." Fed. R. Civ. P. 41(a)(2).

The Court finds dismissal without prejudice appropriate. Plaintiff requested to dismiss this action before her response to the show cause order was due on March 19, 2020. Dkt. 18. This case remains in its early stages, dispositive motions have not been filed, and Defendant has not expended considerable effort or resources in defending this case. *See Engle v. Celadon Grp., Inc.*, No. 3:16-cv-1437-J-34JRK, 2017 WL 6387780, at *2 (M.D. Fla. Dec. 14, 2017) (dismissing without prejudice with no conditions or costs on plaintiff because case was in early

stage and no dispositive motions had been filed). While the Court could attach a condition to any refiling of this action because Defendant incurred expense in filing a motion to compel,¹ the Court finds no plain legal prejudice to Defendant. *See Pontenberg v. Boston Scientific Corp.*, 252 F.3d 1253, 1256 (11th Cir. 2001).

Accordingly, Plaintiff's motion (Dkt. 20) is granted. This case is dismissed without prejudice. The Clerk is directed to terminate any pending motions and deadlines and to close the case.

DONE AND ORDERED at Tampa, Florida, on March 16, 2020.

s/William F. Jung

WILLIAM F. JUNG
UNITED STATES DISTRICT JUDGE

COPIES FURNISHED TO:

Counsel of Record and Plaintiff, *pro se*

¹ *Cf. United States ex rel. Perkins v. Wellcare Health Plans, Inc.*, 8:12-cv-2032-T-30AAS, 2016 WL 7665446 (M.D. Fla. Nov. 29, 2016) (dismissing case without prejudice on condition that plaintiff, upon any refiling of action, pay some of defendant's attorney's fees and costs in protracted litigation).